

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W913FT-14-R-0017	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	15-Aug-2014	1 OF 59

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO		(If Other Than Item 7) CODE
REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA		W913FT	See Item 7		
TEL:		FAX:			TEL:
9. FOR INFORMATION CALL:	A. NAME ANNABELLE F. MILLER		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 011-57-1-275-4227		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Scope: Physical Security Enhancements to an existing residence in Tumaco, Colombia

Magnitude of Project: Between US\$100,000 and US\$250,000

Section 00000 - SF1442
Section 00100 - Proposal Schedule / Statement of Work / Instructions to Offerors
Section 00600 - Representations and Certifications
Section 00700 - Contract Clauses
Section 00800 - Special Requirements
Attachment 1 - Breakdown of Price Proposal / Pricing Sheet

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving ☐ award, ☐ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See FAR 52.211-10 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM (hour) local time 16 Sep 2014 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>						
					See Item 14						
CODE		FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE			
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED:											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY:			CODE
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE		TEL:			EMAIL:			
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE			

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Physical Security Enhancements FFP The contractor shall furnish all labor, transportation, equipment, materials and all other resources necessary to complete physical security enhancements to an existing residence in Tumaco, Colombia IAW the Statement of Work, drawings and specifications. FOB: Destination	1	Job		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Defense Base Act Insurance COST Propose if applicable. This CLIN will not be included in evaluating price. This amount represents the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times(s)). The actual amount to be paid will be based on the amount of the agent/broker's invoice submitted by the contractor contract award. In the event of recalculation of the premium by the insurance carrier based on actual payroll amounts, the Contracting Officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance. FOB: Destination		Lot		

ESTIMATED COST

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	90 dys. ADC	1	FORCE PROTECCION BOGOTA- COLOMBIA ROSA SANTONI CRA 45 N 24B-25 MILGRP BULDING AMERICAN EMBAS BOGOTA 011-571-381-5472 FOB: Destination	
0002	90 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	

Section 00100 - Bidding Schedule/Instructions to Bidders

STATEMENT OF WORK

STATEMENT OF WORK (SOW)
TUMACO PHYSICAL SECURITY ENHANCEMENTS AT TUMACO-NARIÑO, COLOMBIA
Version 3 20140810
PART 1

1. GENERAL: Under this contract, the Contractor shall provide physical security enhancement to an existing residence, located in the Tumaco-Nariño, Colombia in accordance with (IAW) the Statement of Work (SOW). The Government shall not exercise any supervision or control over the contract providers performing the tasks herein. Any services provided under this contract are considered non-personal in nature.

1.1 Scope of Work: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to execute the terms of this statement of work. The existing residence has an approximately area of 250 square meters. The residence structure is composed of masonry walls, wooden and plastic drop ceiling and wooden roof structure with roof tiles. At this location power, water, and sewer utilities are available. The physical security enhancements shall consist of improving existing residence vulnerabilities against vandalism and safety. Work executed by the contractor shall include but is not limited to:

- Provide and install security window and door bars in all windows, exterior doors, and security room window and door;
- Provide and install blinds in all windows;
- Replace existing exterior doors and install armored exterior doors with armored frame;
- Install new door locks in all exterior and interior doors;
- Seal utility openings;
- Provide and install security safe and anchoring for security safe;
- Reinforce safety room walls, door, window, and walls;
- Anchor all existing window frames;
- Install fragment retention film in all windows;
- Seal all openings to include the opening in the roof at the kitchen;
- Roof replacement (to include roof structure, panels, electrical, wooden drop ceiling, and gutters);
- Provide and install perimeter motion sensor lights;
- Clean up existing water storage tank, provide and install 3 additional tank, and provide anti-vandalism protection;
- Replace fixture lines and fitting in all sinks, showers, toilets; and
- Painting and final clean up of all walls, ceiling, restrooms, and floor tiles.

Note: The Contractor shall verify all dimensions and/or quantities on site before providing proposal and commencing works. Provided quantities are approximate and it is the contractor's responsibility to verify these dimensions during the site visit. **See FAR Clause 52.236-27 Site Visit (Construction) under Section 00100 of the solicitation for specific site visit date, time and instructions.**

The Contractor and their subcontractors shall comply with Colombian Safety regulations and laws. Where project activities are not governed by Colombian regulation, the contractor shall comply with safety and health requirements as established by EM 385-1-1, by U.S. Army Corps of Engineers.

1.2 Background: The project is part of US Army South Anti-Terrorism/Force Protection project.

1.3 Objectives: The objective of this project is to improve physical security conditions of the existing residence in Tumaco. The residence is needed to house US Civil Military Special Element (CMSE) team who is currently

working in Tumaco. CMSE team is using a local hotel while basic repairs are conducted in the residence. Providing these physical security enhancements is critical for the CMSE team mission.

1.4 Scope: The Contractor shall provide all design drawings/specifications and labor required for improving residence physical security enhancements, located in the Tumaco, Nariño, Colombia.

1.5 Required Delivery: The work shall begin within ten (10) days after the Contractor receives the contract award, and the project shall be completed in **90 days** or less from receipt of contract award. This delivery time includes clean-up of the site area. **THIS PROJECT IS TIME SENSITIVE AND CONTRACTOR SHALL CONSIDER NEEDED RESOURCES TO COMPLETE THIS PROJECT IN 90 DAYS.**

1.5.1 Liquidated Damages: This requirement is subject to Federal Acquisition Regulation (FAR) 52.211-12 Liquidated Damages – Construction. **IAW the clause, if the contractor fails to complete the work within the specified time in the contract, the contractor shall pay liquidated damages to the Government. See FAR 52.211-12 incorporated in full text.**

1.6 General Information:

1.6.1 Quality Control (QC): The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW and applicable regulations. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Contractor shall deliver Quality Control Plan (QCP) to the Contracting Officer's Representative (COR) and Contracting Officer (KO) for approval within 30 days of contract award. The Contractor shall have five (5) working days to submit any changes for COR and KO acceptance.

1.6.2 Quality Assurance (QA): The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The Contractor is not required to perform work on Colombian holidays.

New Year's Day	Feast of Saints Peter and Paul
Epiphany	Independence Day
St. Joseph's Day	Battle of Boyacá
Holy Thursday	Assumption Day
Good Friday	Discover of America
Labor Day	All Saints Day
Ascension Day	Cartagena's Independence Day
Corpus Christi	Immaculate Conception
Fest of the Sacred Heart	Christmas Day

1.6.4 Hours of Operation: The Contractor shall execute work within the following work schedule: Monday through Friday, 7:00 a.m. through 5:00 p.m. and Saturdays 8:00 a.m. through 3:00 p.m., except Colombian holidays or when the local Government facilities are closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed in a residence at the Colombian Navy Installation (Armanda Nacional-Cuarta Brigada de Infanteria de Marina-Batallon Fluvial de Infanteria de Marina No. 70) located in Tumaco, Nariño, Colombia..

1.6.6 Type of Contract: The Government plans to award a Firm Fixed Price contract for this requirement.

1.6.7 Security Requirements. The Contractor and/or associated subcontractor employees shall comply with applicable installation access and local security policies and procedures.

1.6.7.1 Physical Security. The Contractor shall be responsible for safeguarding all government equipment, information and property provided for Contractor use. At the close of each work period, all government facilities, equipment, and materials shall be secured.

1.6.7.2 Contractor workforce shall take appropriate security measures to protect U.S. Government critical and sensitive information. The Contractor shall not disclose specifics of the project to unauthorized personnel. Contractor shall provide their sub-contractors with only the required information to enable them to accomplish project delivery. All work related paper products and removable storage material that is received, generated, or stored during the contract shall be completely destroyed when no longer needed. Installation access badges will not be worn outside of the Government facility where visible to the general public. The Contractor and workforce personnel shall not sketch or take photos of Government facilities or activities, unless directly related to service to be provided. The Contractor shall not post or discuss government facility activities on any unauthorized public access media. The Contractor shall immediately report suspicious activities to security personnel.

Contractor will have two means of getting access to the Colombian Military Installation. Contractor will be introduced to the Colombian Military Installation security office during the pre-construction meeting. Also contractor can contact Mr. Anibal Melendez (anibal.melendez.civ@mail.mil, AnibaL.Melendez@tcsc.southcom.mil, Office #: 031-275-2525, or Cell #: 310-817-2461).

1.6.8 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The KO, COR and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government. Contractor shall provide minutes of these meetings 2 days after the meetings are concluded.

1.6.9 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract, perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract, issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and approves progress payments on a monthly basis and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Key Personnel: The following personnel are considered key personnel by the government: The quality control representative, the project engineer/architect, field engineer/architect, project superintendent/foreman and any other engineers leading design (plans or calculations) efforts related to the project. The Contractor shall provide a project engineer/architect who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the project engineer/architect when they are absent shall be appointed in writing to the KO within ten (10) days of contract award. The project engineer/architect shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The project engineer/architect or alternate shall be available between 8:00 a.m. to 4:30 p.m., Monday thru Friday except Federal and Colombian holidays or when the government facility is closed for administrative reasons.

Minimum qualifications for all key personnel are listed below: The project engineer/architect shall have a bachelor's degree in engineering/architecture and maintain a valid Colombian government professional registration, and at least ten (10) years of experience. Field and design engineers/architects shall have a bachelor's degree in engineering/architecture and maintain a valid Colombian professional registration, and at least five (5) years of experience with projects of a similar type and magnitude. The project superintendent/foreman shall have at least three (3) years or three (3) projects of experience with projects of a similar type and magnitude. The Contractor's quality control representative shall have at least five (5) years as a quality control inspector in the construction field.

1.6.11 Identification of Contractor Employees: The Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.6.12 Contractor Travel. Not applicable.

1.6.13 Other Direct Costs. Not applicable.

1.6.14 Data Rights: The U.S. Government has unlimited rights to all documents/materials produced under this contract. Any documents, designs, drawings, test outcomes, survey maps, belong to the U.S. Government and shall be turned over to the COR upon completion of the project. All documents and materials produced under this contract shall be US Government owned and are the property of the US Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the KO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.15 Organizational Conflict of Interest: (If applicable): Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16 Laws and Regulations.

1.6.16.1 Compliance Required. The Contractor shall, as a minimum, and without additional expense to the U.S. Government, be responsible for complying with all Colombian laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. In the event that a Colombian law or regulation does not exist for a particular event, then the U.S. version of at least equal coverage will be specified by the U.S. Government in the particular section of this SOW. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the KO of the conflict and of the Contractor's proposed course of resolution.

1.6.16.2 Labor, Health and Safety Laws. The Contractor shall comply with all local labor laws of Colombia, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract. The practices outlined in the Colombian regulation "Normatividad Salud Ocupacional y Seguridad Industrial" are the minimum acceptable standards. The Contractor is responsible for training all personnel on fire and safety hazards. Contractor personnel in the performance of their

duties shall immediately report fire hazards, safety hazards and unsafe conditions to their supervisor. In the event that a Colombian law or regulation does not exist for a particular event, then the U.S. version that covers that particular event will be specified in the particular section of this SOW.

The Contractor and their subcontractors shall comply with Colombian Safety regulations and laws. Where project activities are not governed by Colombian regulation, the contractor shall comply with safety and health requirements as established by EM 385-1-1, by U.S. Army Corps of Engineers.

1.6.17 Licenses and Permits.

1.6.17.1 Contractor Licenses and Permits. The Contractor shall, at no additional cost to the U.S. Government, obtain all licenses and permits required for performance of work. Contractor shall comply with all applicable Colombian laws, rules, and regulations. The Contractor shall submit proper documentation and evidence satisfactory to the KO or the COR demonstrating compliance with this requirement when directed by the KO or COR.

1.6.17.2 Subcontractor Licenses and Permits. The Contractor shall inform the COR and KO in writing that all subcontractors and others performing work at Tumaco worksite have obtained all requisite licenses and permits. The Contractor shall submit a copy of the licenses and permits (if applies) to the KO and COR demonstrating compliance with this requirement when directed by the KO and/or COR.

1.6.18 Environmental Protection.

1.6.18.1 In order to present and provide for abatement and control of any environmental pollution arising from the activities in the performance of this contract, the Contractor shall comply with all applicable pollution control and abatement policies, and all applicable provisions of the Colombian Codes and Military Base regulations/laws.

1.6.18.2 Environmental protection action required by this section shall consist of furnishing all labor, materials, and equipment and performing all work required for the abatement and prevention of pollution during and as the result of construction operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; detrimentally impact on biological species and/or their habitat; or degrade the aesthetic and recreational value of the area.

1.6.18.3 The Contractor shall not pollute storm or sewer lines; or swales with fuels, oils, bitumen, calcium chloride, acid, construction wastes; or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Colombian laws concerning pollution of river and streams. All work under this contract shall be performed in such a manner that objectionable conditions shall not be created in streams through or adjacent to the project areas.

1.6.18.4 Waste material is defined as any material for which no use or reuse is intended and which is to be discarded. Disposal of hazardous waste, containers or components thereof, shall be in a hazardous waste disposal site only and no other location shall be utilized for such disposal. Only hazardous waste sites which are permitted by the US Environmental Protection Agency (EPA), and/or the Government of Colombia shall be utilized for such disposal actions. Contractor shall coordinate with Colombian environmental agencies for disposal/storage activities. The Contractor shall maintain all required documentation related to hazardous material use and waste disposal in accordance with the Government of Colombia regulations and requirements.

1.6.19 Personnel Safety. The Contractor shall ensure the safety of their personnel in accordance with Colombian law section Normatividad Salud Ocupacional y Seguridad Industrial. The Contractor shall immediately correct all safety deficiencies upon notification of such deficiencies by the KO/COR and shall notify the KO/COR of the corrective action taken. The Contractor shall be responsible for the safety of their workers and all visitors at each work site; and ensure that all personnel are wearing appropriate safety gear at all times (i.e. safety glasses, helmet, harness, gloves, and safety shoes).

1.6.19.1 Accident Protection (AP) and Emergency Medical Treatment (EMT). The Contractor shall have personnel licensed by the Colombian government to be trained and capable of dealing with minor personnel injuries. The personnel shall be qualified to provide first aid in case of emergency. The number of AP and EMT shall be sufficient to care for the number of employees at the site in the case of an emergency.

1.6.19.2 All work crews, Contractor management personnel, and the COR shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment five (5) days prior to the start of work. This information shall include the following:

Local Hospital:	Name	Phone No.
Local Ambulance:	Name	Phone No.
Local Doctor:	Name	Phone No.

1.6.20 Marking of Work Zones. The Contractor shall mark all work zones using two lines of plastic yellow security ribbon. Yellow security ribbons shall be 8 cm wide and supported on very stable wood stakes. Likewise, the project excavation or high accident risk zones shall be signaled with warning signs or fences as protective measurements by the Contractor.

1.6.21 Construction Operations and Storage Areas.

1.6.21.1 Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on to areas authorized or approved by the COR from information received by local authorities. U.S. Government agencies shall have access to the premises for official fire, safety, and security inspections and/or to conduct site visits as authorized by the COR.

1.6.21.2 Access to Contractor Storage Yard. The Contractor shall only store materials and equipment for this at a designated location in the Colombia Navy. The specific worksite location will be coordinated with Colombia Navy Public Works or equivalent office during the pre-performance conference or at a later date.

1.6.22 Contractor Vehicles.

1.6.22.1 Vehicular Access. The Contractor shall, and in accordance with any regulations specified by the municipal and Colombian Navy authorities, use only established site entrances and roadways at both worksite locations.

1.6.22.2 Vehicle list. The Contractor shall provide a list of all vehicles used in the performance of this contract to include vehicle description, valid vehicle registration number, and identification ID card numbers to the contracting officer representative within five (5) days after contract award and update as the changes occur. ID information will be used by the installation to verify credentials and issue access permits. Contractor shall coordinate Colombian Navy security office to access installation.

1.6.23 Unforeseen Conditions: The Contractor shall conduct aerial, surface, underground or embedded interference survey to avoid damage to pipes, boxes, cables, utility poles, hoses, wells or other elements in the work area. If a potential interference is found, the Contractor shall promptly give written notice to the KO/COR in accordance with FAR Clause 52.236-2, and prepare information for possible alternatives.

PART 2

2. DEFINITIONS AND ACRONYMS:

2.1 Definitions.

2.1.1 Calendar Days. Any reference in the Statement of Work to “days” refers to calendar days, rather than business days, unless otherwise specified.

2.1.2 Contractor. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.3 Contracting Officer. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.4 Contracting Officer's Representative (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.5 Defective Work. A task output that does not meet the standard of performance associated with the SOW.

2.1.6 Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7 Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the SOW. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.8 Physical Security. Actions that prevent the loss or damage of Government property.

2.1.9 Quality Assurance. The Government procedures to verify that tasks being performed by the Contractor are performed according to acceptable standards.

2.1.10 Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.11 Quality Control. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.12 Subcontractor. One that enters into a contract with a prime Contractor. The Government does not have privity of the prime's contract with the SubContractor.

2.1.13 Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14 Work Week. Monday through Friday, unless specified otherwise.

2.1.15 Project Engineer/Architect: The person who is the technical representative for the Contractor in all phases of the project, from design to final execution. This person will be responsible for design and materials submittals and will attend meetings as required for the project. The experience required is defined in Section 1.6.10.

2.1.16 Field Engineer/Architect. It is the onsite technical representative overseeing the engineering aspects of the project. This person will ensure proper work execution with regards to project designs, technical standards and project schedule. This person can also establish quality control construction processes. The experience required is defined in Section 1.6.10.

2.1.17 Project Superintendent/Foreman (Maestro de Obra). Person trained in all aspects of construction management with specific knowledge of construction processes. The experience required is defined in Section 1.6.10.

2.2. Acronyms:

ACI	American Concrete Institute
AFARS	Army Federal Acquisition Regulation Supplement
AISC	American Institute of Steel Construction
AR	Army Regulation
ASTM	American Society for Testing Materials
AWS	American Welding Society
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
CPM	Critical Path Method
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
IAW	In Accordance With
HID	High-intensity discharge
KO	Contracting Officer
NSR	Norma Sismo Resistente
NTC	Normas Técnicas Colombianas
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
PERT	Program Evaluation & Review Technique
POC	Point of Contact
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RETIE	Reglamento Técnico de Instalaciones Eléctricas
SOW	Statement of Work
TE	Technical Exhibit
UL	Underwriters Laboratories

PART 3

3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

3.1 Services. Not applicable.

3.2 Facilities. Not applicable.

3.3 Utilities. Not applicable.

3.4 Equipment. Not applicable.

3.5 Materials. Not applicable.

PART 4

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.

4.1 General. The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract as outlined within this SOW. All work shall be performed in accordance with manufacturer specifications and instructions for the products and/or materials to be used, and performed by certified personnel such as professional electrical engineers, electricians, architects and civil engineers. The Contractor shall verify existing conditions prior to actual installation of the equipment. The Contractor shall comply with special considerations, safety program, required insurance and Military Base regulations.

4.2 Secret Facility Clearance. Not applicable.

4.3 Materials. The Contractor shall provide cement, aggregates, concrete, reinforced steel, metallic structure, welding materials, masonry, bath apparatuses, electrical materials, wall tiles for bathrooms, floor tiles, paint, stucco, ceiling dry wall, windows and doors and all related materials for the construction.

4.4 Equipment. The Contractor shall provide all required construction equipment to renovate existing housing building, including concrete mixer, lifting equipment, trucks to transport debris, etc. to construct and install what is included in this contract.

4.5 Responsibilities of Contractor.

4.5.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or properties at the worksite that occur as a result of the Contractor's own fault or negligence. The Contractor shall take proper safety and health precautions to protect the work sites, the workers, the public, and the property of others.

4.5.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire project, except for any completed unit of work which may have been accepted in writing under the contract.

4.6 Contractor Records/Progress Reports. The Contractor shall certify all completed work on bi-weekly basis and provide bi-weekly progress report to the COR and KO. Bi-weekly report is due **every other Tuesday**, no later than **1300 hrs** (1:00 p.m. CST).

4.7 Contractor Work Schedules. Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt Chart showing major construction phases (i.e. clearing site, site prep, foundation, concrete structure, metallic structure, water lines, sanitary lines, electrical system, drainage system, roof tiles, masonry, stucco, floor tiles, wall tiles, bathrooms, windows, doors, tests, cleaning, final inspection and punch list corrections). These items will become part of the contract at award. Sufficient float time shall be incorporated in the schedule to account for down days due to inclement weather. Contractor shall include quality assurance inspections performed by QA rep at each worksite.

4.8 Progress Meetings. The Project Engineer/Architect may be required to meet at least weekly with the KO and/or the COR during the first month of construction and then as required throughout the period of performance. The Contractor shall be responsible for keeping minutes of these meetings. The written minutes of these meetings shall be signed by the Project Engineer/Architect and any other individuals in attendance, and be submitted to the COR for approval.

4.9 Repair. The Contractor shall repair any damage to the existing grounds, facilities or property incurred during the course of construction at Tumaco to its original pre-existing conditions.

4.10 Safety. The Contractor is responsible for the safety of workers and visitors to the work sites. The Contractor shall ensure that all personnel wear appropriate safety gear at all times in compliance with all Colombian Occupational Safety & Health regulations and ensure all local safety regulations are followed at all times. The Contractor shall provide sanitation for workers in accordance with the latest edition of Corps of Engineers Safety and Health Manual EM 385-1-1 and Colombian safety and health laws. Contractor shall comply with safety and health requirements as established by EM 385-1-1. Information about how to obtain electronic and/or hard copies of this manual is located at the following website: <http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx>

4.10.1 Prohibition on Asbestos and Lead Based Paints. The Contractor shall not use materials containing Asbestos or Lead Based Paints in this construction project. Upon completion of each construction project, the Contractor shall submit two copies of a Certified Letter to the COR stating that no lead based paints or materials containing asbestos were used in this project at Tumaco. One copy of the letter shall be filed with project documents in the Resident Engineer's Office and second copy filed in the COR's project folder.

4.11 Utilities Connections and Excavations

4.11.1 The U.S. Government will not provide any utility connections. It is the Contractor's responsibility to provide any generators required to operate any of its own equipment at its own expense. The Contractor shall be also responsible for providing potable water daily at the construction worksite for all employees at Contractor's own expense. If a water tank truck is planned for this purpose, the Contractor shall be responsible for providing registration information that must be included with Contractor's equipment listing.

4.11.2 The Contractor shall be responsible for coordinating excavation with local utility companies and shall take every precaution to avoid damage to underground utilities. The Contractor shall be responsible for any damages they incur to the underground utilities and shall repair any construction damages at the Tumaco worksite at own expense. The Contractor shall be responsible for coordinating the connection of potable water, sewage (if available), and electrical power with local utility companies.

4.12 Interruption of Utility Services. Any planned interruptions of utility services (electrical power, water, natural gas, etc.) shall be detailed and coordinated by the Contractor. If the outage affects only the facilities in this contract, the request shall be submitted at least three (3) working days before the planned outage. The Contractor shall not interrupt service(s) until approval has been granted by the Colombian Navy Public Works or equivalent entity. Requests shall include facility/facilities affected, date of scheduled outage, and duration. Requests for interruption of service(s) will not be approved unless all equipment and materials required for the applicable/ particular phase of work are on the job site (s). Interruptions will be granted Monday through Friday for the following times: 7:15 A.M. until 11:00 A.M. and 12:30 P.M. until 4:00 P.M. If weekend (Saturday and Sunday) outages are required or are preferred, such outages shall be coordinated as specified above.

4.13 Contractor Personnel The Contractor shall provide sufficient number of personnel, properly trained and qualified (i.e. civil engineer, architect, geotechnical engineer, electrical engineer, certified electricians and foremen), to perform the requirements of this contract at the worksite location. All non-laborer Contractor employees on this project shall maintain a proficiency license from the Colombian or an equivalent license from a foreign entity if the Contractor is based in a country other than Tumaco worksite location.

4.13.1 Project Engineer/Architect Superintendent/Foreman.

4.13.1.1 The Contractor shall provide a Project Engineer/Architect who shall be a licensed engineer or architect and responsible for the performance of all work. The name of this person and an alternate(s), who shall act in behalf of the Contractor when the Project Engineer/Architect is absent, shall be designated in writing to the KO at least ten (10) days prior to contract performance. The Contractor shall not replace, substitute, or remove key personnel without prior written consent from the KO. In the event that the Contractor removes key employees, replacement personnel must be equally or better qualified.

4.13.1.2 The Field Engineer/Architect and Superintendent/Foreman shall be designated in writing to the KO at least ten (10) days prior to contract performance. These key personnel shall be physically present at the worksite between the hours of 7:30 am to 4:30 p.m., excluding Colombian holidays, and any other time work is being performed at the site, as coordinated between the Contractor and COR. The Contractor shall provide to the KO and COR the phone numbers of the Project Engineer/Architect and alternate(s), Field Engineer/Architect and Superintendant/Foreman to be available during duty and non-duty hours (to include evenings, holidays, and weekends).

4.13.1.3 The Project Engineer/Architect shall be responsible for overall management and coordination of this contract; directing the onsite work; acquiring materials; able to resolve construction issues; and provide information about work progress to the COR. The Project Engineer/Architect shall be highly knowledgeable of the project progress and have a good working knowledge of Spanish be able to communicate effectively. By Good Working Knowledge the employee should be able to read/speak English and understand agency regulations, operating instructions, memoranda, and related material concerning the field of work, to prepare correspondence and standardized reports, and to communicate effectively with Spanish speaking staff members and the general public, including both Spanish speaking and non-Spanish speaking persons. The Project Engineer/Architect or their designated alternate shall be available to meet with U.S. Government personnel, or the KO, within 30 minutes unless otherwise coordinated with such designated personnel. After duty hours, the Project Engineer/Architect or designated alternates shall be available within two (2) hours in case of emergency.

4.13.2 Personnel Listing.

4.13.2.1 After award of the contract, the Contractor shall have five days to submit to the KO a list of workers and Project Managers assigned to work at Tumaco (Biographic Data on Personnel). Required information for each individual on the personnel list for Tumaco shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

4.13.2.2 Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application(s).

4.13.3 Contractor Employee Uniforms. The Contractor shall provide to each employee a shirt (all shirts must be the same style and color) with the Contractor's name/logo and contract number. The shirt shall be worn at all times while working at the project site.

PART 5

5. SPECIFICATIONS

General: The Contractor shall furnish all labor, transportation, equipment, materials, and any other items and services necessary to do physical security enhancement to an existing residence. The residence structure is composed of masonry walls, wooden drop ceiling and wooden roof structure with roof tiles. At this location power, water, and sewer utilities are available. It is required to provide and install security window and door bars in all windows, exterior doors, and security room window and door; provide and install blind windows; replace and install armored exterior doors; install new door locks in all exterior and interior doors; seal utility openings; provide and install anchoring for security safe; reinforce safety room walls, door, window, and walls; anchor all existing window frames; install fragment retention film in all windows; seal all openings to include the opening in the roof at the kitchen; roof replacement (to include roof structure, panels, electrical, wooden drop ceiling, and gutters); provide and install perimeter motion sensor lights; clean up existing water storage tank and provide anti-vandalism protection; replace fixture lines in all sinks, showers, toilets; and painting and final clean up of all walls, ceiling, restrooms, and floor tiles. The Contractor shall be responsible for the development of a material list for COR review. The Contractor shall provide a draft list with corresponding technical information for review with his proposal. Upon approval of the material list by Government, the contractor shall provide sample materials as identified in the approved material list. The Contractor shall submit all material under this section for COR approval and ensure that materials for project shall be environmentally friendly in accordance with paragraph 1.6.18.

The Contractor developed plans and works shall comply with “Norma Sismo Resistente” (NSR) – 2010 code, Colombian codes “Norma Técnica Colombiana” (NTC) – 1500, “Reglamento Técnico del Sector de Agua Potable y Saneamiento Básico” (RAS)-2000, NTC 2050 and RETIE. Designs shall include the electrical consumption of the building plus an additional 30%. The Contractor shall verify that the value of the resistance is the required value of (<25 ohms). The contractor shall review conditions and availability in the electrical power line and shall include and install the required indoor/outdoor transformer. The Contractor shall include a Lightning Protection System Study IAW NTC 4552. The electrical designs shall include the lighting calculation.

CONTRACTOR SHALL SUBMIT ROOF, ELECTRICAL, AND SECURITY BAR DESIGNS 30 DAYS AFTER CONTRACT AWARD. CONTRACTOR SHALL SUBMIT WITH HIS PROPOSAL FRAGMENT RETENTION FILM, ARMORED DOOR, AND ROOF PROPOSED MATERIALS.

IT IS CONTRACTOR RESPONSIBILITY TO VERIFY THE APPROXIMATE QUANTITIES IN THIS SOW.

5.1 Windows: The Contractor shall reinforce all existing glass window frames by reinforcing the existing anchor system. This shall be accomplished by using equally spaced structural bolts every 0.6 meter. Contractor shall reinforce window openings around the window to provide structural support for the bolts.

5.1.1 Security Bars. All windows, exterior doors, and security room door shall include galvanized steel security bars at a minimum of ½ inch thick, painted with anti-corrosive primer and two coats of enamel paint. Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer. Estimated security bars area is 50 square meters. The security screens shall be installed and anchored by fastening the frame to the walls using anti-theft bolts or screws. The objective is to avoid screen removal and vandalism. Figure 1 illustrates the security bars.

5.1.2 Fragment retention film. Works under this section shall be conducted by certified professionals with at least 10 years of experience. Contractor shall submit subcontractor certification and experience to COR and KO. Film shall be polyester, polyethylene terephthalate, or a composite; optically clear and free of waves, distortions, impurities, and adhesive lines; and may be a single layer or laminated. Lamination of the film shall only occur at the film manufacture’s facility. Film shall include an abrasion resistant coating on the surface that does not receive adhesive; a minimum thickness of 0.25 mm (0.010 inch); and reflective. The film shall be applied with an

optically clear weather able pressure sensitive adhesive. Adhesive shall contain ultraviolet inhibitors to protect the film for its required life; limit ultraviolet transmission to not more than 8 percent of the radiation between 300 and 380 nanometers; and not water activated. A water soluble detackifier and/or release liner may be incorporated over the adhesive to facilitate film application. Adhesive shall be 90 percent cured within 30 days of installation. Adhesives on film thicknesses of 0.25 mm (0.010 in) and greater shall be a minimum of 0.02 mm (0.0008 inch) thick. The contractor is responsible for meeting the manufacturer's specifications on handling and application. Contractor shall provide specification of the proposed film with proposal.

The Contractor shall provide a fragment retention film meeting test for impact in accordance with American National Standards Institute (ANSI) Z97.1 or 16 CFR 1201. Film shall exhibit a minimum tensile strength at break of 172.4 MPa (25,000 psi) (American Society for Testing and Materials (ASTM) D 882 Method A, Static Weighing, Constant Rate of Grip Separation Test). The fragment retention film shall exhibit a minimum peel strength of 930 N/m (5.3 pounds/inch) for 0.10 mm (0.004 inch) thick film and 790 N/m (4.5 pounds/inch) for 0.18 mm (0.007 inch) thick and thicker film when tested in accordance with ASTM D 3330/D 3330M. The fragment retention film shall exhibit a change in haze not to exceed 3.2 percent following 100 turns, using 500-gram weights on a CS 10F abrasive wheel when tested in accordance with ASTM D 1044. The fragment retention film shall exhibit a flame spread index not exceeding 25 and a smoke density index not exceeding 100 when tested in accordance with ASTM E 84. For the test, the specimen shall be mounted to 6.4 mm (1/4 inch) thick tempered glass which conforms to the requirements of ASTM C 1048, Kind FT, Type I, Class 1.

Glass surface where the film is to be applied shall be clean and free of paint, foreign compounds, smears, and spatters. After the initial cleaning, the glass surface shall require additional cleaning in accordance with the film manufacturer's instructions. After surface preparation, the film shall be applied in accordance with the manufacturer's recommendations and instructions. Film shall be applied to the interior (room) side of the glass for both single and double glazed sheets, unless otherwise indicated. Multiple applications of film to achieve specified thicknesses are not allowed. The film shall not be applied if there are visible dust particles in the air; or in any room with conditions such as temperature and humidity that do not meet the manufacturer's instructions, until corrected.

The film shall be applied so that it extends to within 1.6mm (1/16 inch), with a maximum of 3 mm (1/8 inch) of the edge on the visible glass area.

Splices or seams in film are permitted only when the glass has a dimension exceeding 1.475 m (58 inches) in both directions. All seams shall be applied with a minimum overlap of 6 mm 1/4 inch unless submitted test reports indicate impact performance is not diminished when seam is applied with a different overlap or a gap. Contractor shall clean the film in accordance with the manufacturer's instructions. COR/PE shall inspect film to determine if it is clean and free of peeling, splitting, scratches, creases, wrinkles, discoloration, and foreign particles. The film application shall be free of air bubbles after 30 days. Fragment retention film cannot show signs of waviness and distortion at the time the work is accepted. This determination shall be made by the unaided eye (except for corrective prescription lenses), when the film is viewed from a distance of 3 m 10 feet from the interior room side at angles up to 45 degrees when looking at a clear or uniformly overcast sky. Unacceptable film applications shall be removed in accordance with manufacturer's instructions and new film applied.

Contractor shall re-install glass windows and glass doors to their designated position. Contractor shall then use a high strength structural silicone adhesive to anchor the fragment retention film, glass, and window frame (or door frame) to each other. The structural adhesive silicone shall meet bomb blast requirements for new structural glazing systems and be applied according to manufacturer recommendation. The structural silicone adhesive color shall be gray or black to match existing window and door frames, water, ultra violet, thermal, and ozone resistance. Contractor shall determine the window material to use the proper adhesion property for the structural adhesive silicone. This structural adhesive silicone shall be able to elongate (>525%), flow (2.54mm), have movement capability (plus or minus 50%), peel strength (450 psi), and tear strength (350 psi).

Contractor shall use manufacturer recommendation to determine the minimum width or contact surface of the silicone with window/door and its frame. Contractor shall provide submittal for the recommended structural adhesive silicone with his proposal.

The Contractor shall move all furniture (i.e. desks, kitchen cabinets, counter tops, modular furniture, partition walls, etc.) away from the area before starting work. The contractor shall ensure all furniture is properly protected with multiple plastic sheets. The contractor shall be responsible, at no extra cost to the government, to fix any scratches, stains, holes, broken pieces to the furniture caused by the contractor while moving and protecting it.

The contractor shall construct a temporary plastic wall to separate the work area. The wall shall be framed with wood with plastic on both sides. The wall shall be constructed from floor to ceiling to mitigate dust, dirt or water from entering the non construction areas. Any windows without glass shall also be covered by a similar temporary plastic wall to cover any open areas. Additionally, the contractor shall protect all carpets and floors near the work area, and clean every day. The contractor shall be responsible, at no extra cost to the government, to fix scratches, stains, holes, etc caused by the contractor while walking to and from the work area.

Approximated area of existing windows is 50 square meters.

5.1.3 Window tint film. Contractor shall also install window tint film in all windows. The tint film shall have a minimum thickness of 0.02 inch, scratch resistance, total rejected solar energy 48%, ultra-violet light rejection 99%.

5.1.4 Window blind. Contractor shall provide and install blinds in all window openings. Blinds shall be made of light brown wood. Contractor shall provide all required mounting brackets for installation. Blinds shall have mean to be open and close.

5.1.5. Opening on top of existing glass windows (located in the master room). Contractor shall remove approximately 3 square meters of existing plywood cover and install a new window and security bars. The new glass windows and their frames shall match existing windows and frames. Contractor shall also provide structural anchoring, opening reinforcement, security bars, fragment retention film, tint film, and blinds. Contractor shall use specs in Sections 5.1, 5.1.1, 5.1.2, 5.1.3, and 5.1.4.

5.2 Doors: The Contractor shall replace all existing exterior aluminum doors with their frames. Removed doors and frames shall be provided to the installation public works. Approximated doors size is 1 m by 2.4 m. Doors shall be a minimum of 1 3/4-inch thick hollow steel. Hollow steel doors shall be industrial type construction with at least 20-gauge skin plate thickness and shall be internally reinforced with continuously spaced stiffeners. Door frames shall be constructed of a minimum of 18-gauge steel. Door hinge mounting screws shall not be exposed to the exterior of the facility. If screws are exposed, they shall be spot welded, peened, covered, or filled with material in a way to prevent easy removal. Door hinge pins shall not be exposed to the exterior of the facility.

Contractor shall also replace security room door. Door shall be a minimum of 16-gauge minimum hollow steel construction with a minimum of frame construction of 16-gauge steel. Door hinge mounting screws shall not be exposed to the exterior of the security room. If screws are exposed, they shall be spot welded, peened, covered, or filled with material in a way to prevent easy removal. Door hinge pins shall not be exposed to the exterior of the security room.

Contractor shall reinforce the door openings and lintel to support the armored doors and frames.

Contractor shall provide door design and material specification to the COR a minimum of 15 days after contract award.

5.2.1 Door Silencer. Contractor shall provide rubber door silencers in all armored doors. Rubber door silencers shall cushion the impact of the door against the frame so that steel-to-steel contact is not made during closing. Contractor shall ensure installation of the silencers prior to frame installation so as to prevent mortar/grout buildup in the holes.

5.2.2 Hinges. Contractor shall provide three (3) or more structural hinges. Hinges shall be capable of smooth operation for a minimum of 250,000 cycles. This type of hinge shall be provided with structural quality steel pins

and leafs and either rolling bearings in both the thrust and radial directions or hardened steel washer (disc) thrust bearings and rolling radial bearings except that rolling thrust bearings and metallic journal radial bearings shall be permitted for hollow metal doors when the specified overpressure is less than 21 kPa. The contractor shall ensure installation of mortar guards to prevent mortar/grout buildup in the hinge pattern holes.

5.2.3 Door frame. Steel door frames shall be mitered or coped and welded at the corners with welds ground smooth. Anchors shall be installed directly above or below each hinge reinforcement on the hinge jamb and directly opposite on the strike jamb. The contractor shall refer to the door and frame manufacturer's instructions for specific number and placement of frame anchors.

5.2.4 Door Finish. Contractor shall sand, clean, and paint all doors and frames with anti-corrosive primer and paint. Contractor will apply two coat of primer and two coats of paint (or at a minimum of 3 mils thick). Between each coat, the surface shall be lightly sanded with a fine sandpaper No.6/0, 200 or finer.

5.3 Locks: Doors secured from the inside shall be secured with a deadbolt locking device resistant to jimmying and manipulation from the outside. Latch style door locks shall not be used.

5.4 Utility openings: Contractor shall seal all utility opening in the operation room. Contractor shall fill, seal, and insulate gaps, cracks, or holes in the all rooms created by utility lines or any other lines. Contractor shall use an insulating foam sealant (or similar product) to accomplish this task. Seal material shall keep it elasticity at the hot and humid weather conditions. Contractor shall ensure a tight seal and adhesion to the existing surfaces where the lines cross. Sealant shall be Underwriters Laboratories (UL) approved, water resistant, paintable, sandable, and stainable. Contractor shall seal approximately 2 square meters.

5.5 Security safe: Contractor shall provide and install one security safe and anchoring system to fasten it to the floor and wall. The security safe shall be Class 5 - Resistant to 10 man-minutes forced entry and as specified in Federal Specification Cabinet, Security, Weapons Storage (AA-C-2859A). Approximate outside dimensions for the safe 50-1/4 inches height by 22 inches deep by 39 inches wide. It shall include rifle cart with a capacity of 32 rifles and two drawers with hasps in top of unit.

5.6 Security room: Contractor shall reinforce the existing glass windows in this room. Security bars as described in Section 5.1 shall be installed in the window. Contractor shall replace existing door with an armored door as described in Section 5.2. Existing window and door opening shall be reinforced and frames shall be anchored as indicated in Section 5.1. The roof shall be done using reinforced concrete without any openings with a minimum thickness of 4 inches. Existing door shall be replaced with an armored door with anti-vandalism hinges. Contractor shall verify all walls and replace any hollow or drywalls with masonry walls.

5.7 Roof replacement: The Contractor shall remove existing roof structure and wooden drop ceiling and provide a new roof structure and drop ceiling. Contractor shall dispose the existing roof structure and drop ceiling in accordance to local laws and installation public works. The new roof structure shall be designed in accordance to the existing architecture for the residential area. Recommended materials shall be according to the location considering durability under salty and humid environment. Contractor shall ensure that all materials, equipment, tools, and labor are provided for the complete replacement and installation of the roof structures. This shall include but not limited to the supply and installation of the required anchors to support covered areas. Contractor can use metal, wooden or concrete roof structures. If using metal roof, all materials and accessories shall be hot dip galvanized. Contractor shall submit a certificate proving all his metal materials and accessories are hot dip galvanized. All metal work shall be painted with industrial anticorrosive paint at 3mils thick, and 3mils thick enamels. The Contractor shall provide, for COR approval, paint colors, patterns for placement, anchor and bolt examples, and all steel elements to be embedded in the concrete, 8 days before installation. The design of welded connections, electrodes, filler metal, labor, inspections, and tests shall follow standards determined by the latest American Welding Standards (AWS) and American Institute of Steel Construction (AISC) editions. Welding samples, methods, and electrodes shall be approved by the COR, before installation may begin. If doubts arise about a weld sample, the COR shall order trepanning tests at no cost to the government. If deficiencies are found, then all welds shall be checked, and re-

welded. The joint plates for the columns shall be joined by welding each side of the plate, with a minimum length of ½ the length of the plate.

The Contractor shall install thermo acoustic roof tiles, galvanized steel and aluminum foil tied to the metallic structure. In addition, the Contractor shall install rain gutters and downspouts. These items shall also be galvanized or plastic. The Contractor shall seal roof overhangs using fascia or screens. The Contractor shall anchor the new roof frame structures to the bond beam rebar where required IAW the Contractor's drawings. Contractor shall submit proposed material prior to purchase.

If a wooden roof structure is recommended for the roof, contractor shall provide treated lumber only. Certification for treated lumber shall be provided. If concrete roof structure is recommended, it shall be reinforced, with slope to avoid water accumulation, and sealed to avoid filtration.

Contractor shall replace all interior wooden drop ceiling located in rooms and common areas with plastic drop ceiling. Contractor shall match the new plastic drop ceiling with the existing plastic drop ceiling panel (type and color). Contractor shall also replace exterior drop ceiling and will seal with reinforced 4 inches thick concrete slab.

5.8 Electrical upgrades: The Contractor shall replace residence electrical systems in accordance with the electric regulations in effect in Colombia, National Electric Code (NEC)/American National Standards Institute (ANSI)/Energy Information Administration (EIA)/Telecommunications Industry Association (TIA)/National Fire Protection Association (NFPA), and allow for a 30% capacity above the maximum normal usage of all electrical systems simultaneously. All designs and systems shall conform to International Electrotechnical Commission (IEC) 61024-1-2, NTC 4552, NTC 2050 and "Reglamento Técnico de Instalaciones Eléctricas" (RETIE). The system shall contain a grounding system suitable for the grounding resistance required at the project site.

The upgrade shall include capacity for the existing air conditioner units in each room.

NOTE: Wiring shall fulfill the following requirements:

All energy cables shall be American Wire Gauge (AWG) and have isolation Thermoplastic Heat and Water Resistant Insulated Wire (TWH) of the caliber specified and calculated IAW the calculated electric bulging loads, subject to the following color code:

- Green: Earth.
- White: Neutral.
- Black: Not regulated.
- Yellow, red, blue: Regulated.
- This code shall flow from the electrical board of distribution to the final point of exit. Joints within the system are not allowed. They shall only be in the boxes.
- Protection elements shall be from a national and recognized manufacturer, all of the same brand preferred.
- All cable ends or joints shall have the appropriate terminals or spring-like connectors for the conductors.

All electric conductors to be installed in the layout conduit shall meet the following material and installation requirements: All metallic conduits installed underground shall be painted with asphalt based paint before being covered with concrete. All exposed conduits shall receive two (2) coats of anticorrosive paint, as well as supports, accessories, and register boxes. All metallic surfaces of electronic equipment with scratches shall be repainted similar to the original.

The Contractor shall provide underground Polyvinyl Chloride (PVC) pipe and include a distribution switchboard and other elements in approved drawing. The main electrical feed and entire distribution system shall comply with Colombian Electrical Code (NTC-2050).

The Contractor shall transport, supply, and install one (1) transformer at the electrical power line to supply the residence (if needed). This transformer shall be sized IAW electrical calculations and drawings for the electrical requirements of the project. This transformer shall be used to lower the electrical voltage at the end of the electrical line connection and feed the electrical distribution panel boards in order to distribute power to the future Facilities. The transformer shall comply with Colombian Electrical Code (NTC-2050). Electrical system conditions shall be verified on site by the Contractor. The Contractor shall comply with electrical distributors/utility system requirements.

The Contractor shall ensure that all electrical networks are in accordance with NTC-2050. Cable shall be Thermoplastic Heat and Water Resistant Nylon Coated (THWN). The Contractor shall provide calculation records showing actual load and estimated reserve charge with cable caliber for COR approval before installation of network. All outlets shall be grounded, and must meet the needs of the project. The installation of all electrical system conduits and cabling system wires shall be of Electrical Metallic Tubing (EMT) ducts or conduits and/or metal cable trays, were exposed. PVC conduit may be used where not exposed.

The Contractor shall ensure that grounding and lightning protection system is installed IAW approved designs.

5.8.1 Lighting: The Contractor shall provide and ensure all internal and external lighting provides a minimum of luxes as required for each in “Reglamento Tecnico de Iluminación y Alumbrado Público” RETILAP. For internal lighting, contractor shall provide switches and ensure they are located as a room is entered on the doorknob side of each door 20cm from the edge of the frame and 1.2M above finished floor level. Both the internal and external lighting systems and their accessories shall be firmly attached or embedded using installation procedures designed for that particular type of surface. Embedded lights shall be flush so that light is not filtered through around the edges or through the external slab and the molding. External lighting lux levels shall be verified at least one (1) hour after dark. Contractor shall also provide three emergency lights to be located at the security room (1), living room (1), and open area room (1). The emergency light shall have universal mounting plate with quick connection for rapid labor saving installation, push to test switch, 6-Volt, pure lead, maintenance-free battery, environmentally safe charger, transformer for 220 or 277 VAC operation, listed for damp location, flame retardant, and high impact. The emergency lights shall comply with Underwriting Laboratory (UL).

5.8.2 Electrical Outlets: The Contractor shall deliver and install the electrical outlets to include a minimum of electrical outlets as requested in the NTC-2050 and RETIE. These outlets shall be distributed in all facilities. Non-regulated power circuit shall be installed with ground connection, observing the following conditions:

- Each circuit shall be conformed to support a maximum of ten (10) double power outlets.
- Each double power outlet shall be fully identified.
- The inlet and outlet of circuits shall have on the end pressure connector or non-welded terminal.
- In each inlet only one cable shall be installed.
- Double power outlets shall be isolated polo hospital type in white color.
- All double power outlet located in wet zones shall be GFCI type.

5.8.3 Motion sensor lights. Contractor shall provide and install replace 6 motion sensor lights. The new motion lights shall have detection angle of 140 degree adjustable horizontal zone. It shall have head that can tilt and swivel 270 degrees horizontal and 65 degree vertical aiming capability. Motion sensor shall reach 40 feet when mounted at 8 feet height. Motion sensor shall have dual lens to detect motion beneath the sensor. It shall have built-in surge protection with auto-reset. Lens shall be distortion free and watertight. Lamps and motion sensors shall be outdoor type. Lamp shall use up to 150 watt light bulb/tube. Light shall shut off 2 minutes after last detected movement. The contractor shall also be responsible for providing all labor and material for this project, to include electrical wire and connecting power. Contractor shall replace any damage electrical wiring and cables and/or or conduit. Contractor shall only use approved Underwriters Laboratory (UL) tested materials for this project. Only certified electrician shall conduct electrical connections. Contractor shall be responsible of all required electrical connections to have operational motion sensor lights.

5.8.4 Testing and launching: The entire electrical system shall be verified in the following aspects upon notification by contractor that system is complete:

- Voltage Levels (phase to phase, phase to neutral)
- Continuity
- Resistance Grounding (IAW RETIE Table 24) Phase Sequence

The Contractor shall turn in all electrical system tests to the COR within seven (7) days of receipt from the testing facility.

5.9 Anti-vandalism protection for the water storage tank improvement. Contractor shall improve existing water storage tank. Approximate tank size is 90 gallons. Contractor shall provide and install new storage water tanks with fulfill total capacity of 360 gallons counting the existing tank. Contractor shall avoid any prolonged water service interruption and shall coordinate accordingly. Contractor shall clean up, disinfect, and sterilize existing water storage tank, fill tank with water, and install lids. Contractor shall repair any damage to the feeding lines, valves and accessories. Contractor shall provide and install anti-vandalism frames to avoid tank lids openings. Contractor shall ensure water storage tanks are operational after the work is completed. Contractor shall reinforce roof structure to support the tanks and personnel which will provide maintenance. Contractor shall provide a ½ horse power pump to fill tanks. Contractor shall provide all accessories, valves and lines for connections. Pumps shall be protected from weather and vandalism elements by creating concrete housing with a locked door. Tanks shall also be anchor to avoid movements or removal. Contractor shall use anti-corrosive materials for the anchoring system.

5.10 Other repairs

5.10.1 Exterior and Interior Painting: The Contractor shall paint all exposed walls, exposed columns, pedestals, exposed beams and exposed concrete structures with three layers of “Vinilo Eco-paint type” (or similar) paint for interiors and “Koraza” (or similar) for exteriors. This also includes a general cleaning of all existing masonry in the Facades. Ceilings, eaves, and any other part specified in the plans shall have two (2) coats of acrylic high quality weather resistant paint. All paint specifications and colors shall be approved by the COR, before application.

5.10.2 Bathrooms: Contractor shall include hooks and rods for towels for each shower, paper holder for each toilet, and floor drains required for each bath area. Contractor shall provide heavy duty fungus resistant shower curtain and heavy duty hooks.

5.11. Clean up:

Contractor shall pressure wash all exterior walls, entrances, and driveway. Contractor shall remove all paint stains from floors and tiles in the inside and outside the residence. Contractor shall sterilize and sanitize all bathroom showers, toilets, sinks, walls, floors, windows, and doors.

5.12 Material Specifications

5.12.1 Cement: The Contractor shall ensure that the cement used in the cement mixtures shall be Type 1 Portland cement (normal) and meet all ASTM C150/C150M-09. If the project site has high sulfate content, Type V Portland cement shall be used. The Contractor shall provide additive specifications where required, before cement work is initiated.

5.12.2 Concrete: The Contractor shall ensure that all recommendations of the ACI Committee Report 301M-99 (Specifications for Structural Concrete for Buildings) or equivalent Colombian specification (NSR-10) shall be followed. All other concrete operations shall follow the Building Code Requirements for Reinforced Concrete ACI 318M-08. All the standards of the ASTM are mandatory. The specified compression resistance shall be measured at the rupture in cylinders measuring 15cm x 30 cm (6 in x 12 in), after 28 days, according to the ASTM C39/C39M-10 standards. The concrete shall have an overlap no greater than three (3) inches. Concrete used for the foundation formworks, columns, pedestals, retaining walls, joints tied to the foundation, load and tie joints and remaining

structural elements, shall have a compression resistance of 210 Kg/cm² (3000 lb/in²). The resistance to fluid concrete for filling the reinforced masonry blocks shall guarantee a minimum resistance of 140 Kg/cm² (2000 lb/in²).

5.12.3 Aggregates: Not applicable.

5.12.4 Reinforced Steel: Not applicable.

5.12.5 Metallic Structure Materials: The Contractor shall ensure that the steel meets ASTM A36/A36M – 08, ASTM C500/C500M-10a and ASTM C501-07 specifications for welding structural steel, according to ASTM A755 / A755M - 03(2008). All steel shall be hot galvanized. All metal scratches and welding burrs shall be removed, and surfaces dry before anti-corrosive paint is applied. The Contractor shall provide, for COR approval, patterns for placement, anchor and bolt examples, and all steel elements to be embedded in the concrete, 8 days before installation.

5.12.6 Welding: The Contractor shall ensure that all electrodes be class E60 x AWS for structural steel and class E70 x AWS for rebar with a stress flow of 2,800 Kg/cm² (40 ksi). All structural steel elements shall be joined with the electric arc process using E 60 xx electrodes that comply with the ASTM-233 specifications. For rebar welding if required, welded ties shall conform to AWS D 1.4/D 1.4M standards, and develop at least 125% of the flow resistance specified.

5.12.7 Laminated Structural Steel: The Contractor shall ensure all structural steel, is new and complies with “Design Specifications, Fabrication and Erection for Structural Steel Buildings” of the AISC or NSR-2010 and shall be type ASTM A36/A36M-08 as certified by a laboratory, with stress in the flow limit of 2,531 Kg/square cm (36,000 lbs/in²). Structural cross-sections shall be bent cold, and parts cut when indicated. Cuts shall be with fine nozzle oxyacetylene, preferably with a saw for cross-sections.

5.12.8 Masonry Unit Blocks: Not applicable.

5.12.9 Bathroom Fixtures: Not applicable.

5.12.11 Waste and Potable Water Equipment: The Contractor shall ensure that the systems be repaired with PVC Schedule 40, specifications ASTM D3034-08, ASTM D2729-11 and ASTM D2241-09. Accessories shall be IAW ASTM D2655-10. All valves shall be free of defects and have manufacturer label. The Contractor shall replace existing valves, drains, and feeding lines in all bathrooms.

5.12.13 Paint: The Contractor shall ensure that the paint manufacturers are national industries of high quality, anticorrosive paint and enamel paint shall be type low VOC (Volatile Organic Compound) or zero VOC, also called environmentally friendly. Materials and paint brands shall be submitted for COR approval, before paint is applied. All paint shall be delivered in its original unopened packaging with labels intact. Paints shall be kept protected against fire, and damage. Ceilings, eaves, and any other part specified in the plans shall have two (2) coats of acrylic high quality weather resistant paint. The Contractor shall provide samples of wall colors, for COR approval, before paint may be applied.

5.13 Final Report: The contractor shall submit final report, 2 Digital in English and 1 Digital in Spanish to include all maintenance manuals for all equipment installed, as-built drawings and all other documentation required to turn over the construction project to COR for approval. Final payment will be withheld until final report is received and approved.

PART 6

6. APPLICABLE CODES & STANDARDS. The design and construction shall be in accordance with established construction practices, and the latest revision/edition of the following referenced codes and standards, where applicable. UFC 1-300-09N, Design Procedures, provides design guidance and contains references to other UFC's and codes that are to be used for this contract. UFC 1-200-1, General Building Requirements, is the building code guide and contains references to other UFC's and codes that are to be used in this contract.

- American National Standards Institute Standards (ANSI)
- American Society of Testing and Materials (ASTM)
- National Electrical Manufacturers Association (NEMA)
- International Building Code (IBC)
- Electronic Industries Alliance (EIA)
- Federal, State, County, and local environmental regulations.
- Federal Specification Cabinet, Security, Weapons Storage (AA-C-2859A).
- National Fire Protection Association (NFPA)
- IEEEEC2, National Electrical Safety Code
- National Electric Code 2011 (NEC)
- Norma Sismo Resistente 2010 (NSR 10)
- Normas Técnicas Colombianas (NTC)
- International Electrotechnical Commission (IEC)
- Reglamento Técnico de Instalaciones Eléctricas (RETIE)
- Reglamento Tecnico de Iluminación y Alumbrado Público (RETILAP)
- Underwriters Laboratories (UL)

Where discrepancies in the referenced standards and the contract requirements occur, the more stringent requirements shall govern. If this occurs, the contractor shall immediately notify the COR.

PART 7**7. ATTACHMENT/TECHNICAL EXHIBIT LISTING**

7.1 Technical Exhibit 1 – The Deliverables schedule.

7.2 Technical Exhibit 2 – Information sketch.

DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
1. Contractor shall provide a copy of the QC plan. See paragraph 1.6.1 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tsc.southcom.mil
2. Contractor shall provide meetings minutes. See paragraph 1.6.8 for additional information.	2 days after meeting	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tsc.southcom.mil
3. Contractor shall provide license and permit documentation. See paragraph 1.6.17 for additional information.	Prior start construction	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tsc.southcom.mil
4. Contractor shall provide a list of all vehicles. See paragraph 1.6.22 for additional information.	Within 5 days of contract award	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tsc.southcom.mil
5. Contractor shall certify all completed work on bi-weekly basis and provide bi-weekly progress report. See paragraph 4.6 for additional information.	Due every other Tuesday, no later than 1300 hrs (1:00 p.m. CST).	1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tsc.southcom.mil
6. Prohibition on Asbestos and Lead Based Paints. See paragraph 4.10.1 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tsc.southcom.mil
7. Personnel Listing. Contractor shall have five days to submit to the KO a list of workers and Project Managers assigned to work. See paragraph 4.13.2 for additional information.	Deliverable after Contract Award	One copy, 30 days after contract award	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tsc.southcom.mil ; jose.m.olivieriresto.civ@mail.mil

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
8. Design Plans (door, roof structure, and electrical) See paragraph 5 for additional information.	Within 15 days of Contract Award	1 original and 1 copy	Electronic copy, AutoCAD 2010 and pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tssc.southcom.mil
9. Fragment retention film, roof and armored door proposed materials. See paragraph 5 for additional information.	Within 15 days of Contract Award	1 original and 1 copy	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tssc.southcom.mil
10. Submittal with the resume for all designers used for all drawings and calculations, before they start to work on those. See paragraph 1.6.10 for additional information.	Within 10 days of contract award	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tssc.southcom.mil
11. Submittal for all materials or mix of materials to be used for the project See paragraphs 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 for additional information.	As indicated in SOW	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tssc.southcom.mil
12. Contractor shall submit subcontractor certification and experience. See paragraph 5.1.2 for additional information.	Within 10 days of contract award	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tssc.southcom.mil
13. Submittal for the Project Engineer/Architect, Field Engineer/Architect and Superintendent/Foreman Section 1.6.10	10 days of contract award	1 original	Electronic copy, MS Word, Excel, or pdf.	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tssc.southcom.mil
14. Final Report Section 5.13	For final payment	3 original	2 Digital in English and 1 Digital in Spanish	COR rosa.l.santoni.civ@mail.mil ; KO, Annabelle.Miller@tssc.southcom.mil

INSTRUCTIONS TO OFFERORS**INSTRUCTIONS TO OFFERORS**

1. GENERAL. This procurement will be awarded as a Lowest Price, Technically Acceptable (LPTA) contract, considering past performance. The Government intends to evaluate offers and award a single contract without discussions with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the initial offer should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may reject any or all responses if such action is in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this RFP and make no award. By submitting a proposal in response to this RFP, the Offeror understands that the Government shall not be liable for any costs incurred by the Offeror in preparing that response.

2. PROPOSAL DELIVERY. All responses shall be in English (or include an English translation), legible and prepared in the following general format to be properly evaluated. Responses must be complete, self-sufficient, and respond directly to the requirements of this RFP.

a. **Electronic Submission.** The Offeror shall provide a copy of their proposal as an electronic file. The proposal shall be written using Microsoft Office, Adobe PDF, and AutoCad software. The proposal shall be emailed on or before the solicitation closing date/time as stated in **Block 13(A) of the SF1442** to the following:

Annabelle Miller	Contracting Officer	annabelle.miller@tcsc.southcom.mil
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Rosalba Mateus	Contracting Specialist	mateusr@tcsc.southcom.mil
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If the file is too large to send by email, contact the Contracting Officer and/or the Contracting Specialist to deliver for physical acceptance prior to the solicitation closing date/time.

b. **Solicitation Questions.** Questions regarding this solicitation shall be submitted in writing via e-mail to the Contracting Officer at annabelle.miller@tcsc.southcom.mil and to the Contracting Specialist at mateusr@tcsc.southcom.mil. The Government will respond to questions received from prospective offerors by **16:00 PM local time (Bogota) on 26 Aug 2014**. The Government reserves the right not to respond to any questions concerning this solicitation received after the question receipt date and time above. Accordingly, Offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

c. **Amendments Prior to Solicitation Closing Date/Time.** The Government reserves the right to amend the solicitation specifications and/or drawings prior to receipt of offers. Any changes will be provided through an amendment to the solicitation.

d. **Exceptions.** If the Offeror takes exception to any of the requirements specified in this solicitation, the Offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit accrues to the Government. All exceptions to the solicitation requirements (Sections 00010 through 00800) and supporting rationale shall be included as an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the Offeror takes exception to any requirement in the solicitation. The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the solicitation requirements. The Government will assume an Offeror takes no exceptions to any solicitation requirement if the Offeror does not submit an Addendum identifying such exceptions. Offerors are advised that solicitation requirements are not necessarily negotiable and such exceptions may render an Offeror's proposal unacceptable and ineligible for award.

3. QUALIFICATION OF OFFEROR. Offerors must be financially, socially and ethically responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- a. Have an established business with a permanent address and telephone listing.
- b. Have the necessary personnel, equipment and financial resources available to perform the work;
- c. Have all licenses and permits required by local law;
- d. Have no adverse criminal record;
- g. Have no political or business affiliation which could be considered contrary to the interests of the United States.

4. SUMMARY OF INSTRUCTIONS.

Section Title

00010	Executed Standard Form 1442
00010	Priced Line Items 0001 through 0002
00100	Attachment – Breakdown of Price Proposal
00100	Technical/Past Performance/Price Proposal
00600	Completed Representations/Certifications

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation shall be identified and explained/justified in the offer.

5. PROPOSAL CONTENTS. Each Offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals, which do not include the requested minimum information, may be eliminated from further consideration at the Government's discretion. . Proposal sections shall be labeled as such i.e., Section I – Price; Section II-Technical; Section III Past Performance.

a. Section I - Pricing Information and Required Documents

(1) Limit to three (3) or less double sided pages.

(2) Offerors shall provide all pricing information necessary to provide a meaningful basis for the Government's analysis and evaluation of price for the project set forth in Section 00100 of this solicitation. The Government is not, and does not intend to request certified cost or pricing data. Offerors may be required during the evaluation process to provide sufficient price information that will enable the Government to perform a meaningful evaluation.

(3) A complete response shall consist of a price response to include the pricing sheet (Breakdown of Price Proposal) in Excel format and a cover sheet. The Offeror shall provide their response with a cover sheet that contains the company's name, address and telephone number, name and title of the person authorized to sign and negotiate the contract and appropriate dollar threshold, and the offer validation period of 120 days.

(4) To be considered responsible, an Offeror must be in compliance with FAR 9.104(1)a. To demonstrate this aspect of Responsibility, Offerors shall provide a bank reference from its bank with information of the Offeror's financial standing (i.e., satisfactory accounts, outstanding loans, and line of credit).

(5) Offer and Section 00010. Complete in its entirety the "Offeror" portion of the Standard Form (SF) 1442 contract line items pages 0001 through 0003 as applicable. An official having the authority to contractually bind the offering company must sign the SF 1442 in accordance with FAR 4.102. One copy of the SF 1442 is required to have an original signature.

Standard Form 1442 - Complete blocks 14 through 20C

Blocks 14 through 15 – Complete all offeror contact information.

Block 17 – Add offer acceptance date and total price information. Total price from all line items taken from the “pricing breakdown schedule” attachment, and include the schedule itself with the proposal. The tax listed on the price list shall not be calculated as part of the total price. The USMILGP is a tax exempt organization.

Block 18 – No bonds required.

Block 19 - Amendments – Acknowledge receipt of amendments by signing any amendments issued during this solicitation, and entering the amendment numbers and dates in the spaces provided. Submit a copy of the amendments to acknowledge receipt.

Block 20A through 20C – Add name and title of authorized person, signature, and date.

(6) Section 00010. The Offeror shall submit with their proposal a completed pricing breakdown schedule (template included as Attachment 1); otherwise, the Offeror’s proposal shall be considered nonresponsive. The Offeror shall insert their price totals from their pricing breakdown schedule in the corresponding SF 1442 contract line item.

(7) Section 00600 Representations and Certifications. Complete and submit the required Representations and Certifications and return only those shown in Section 00600.

b. Section II – Technical Response

(1) No page limits on the project schedule or the equipment/manufacturing specification sheets and warranty information.

(2) Project Schedule. Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt chart showing the major construction phases stated in Part 5 of the Statement of Work: (1) Site Preparation; (2) Physical Security Enhancements; (3) Final Clean Up and Finishes; (4) Removal of Construction of a Temporary Nature, if applicable. The project schedule shall include float time within the 90-day mandatory maximum time to account for down days due to inclement weather or other potential non-work situations. The proposed schedule shall include quality assurance inspections at the critical milestones of the project including site preparation, construction/installation work, and any separately identified unique repair efforts. The project schedule shall have expected completion dates, execution time of each phase, and a mid-point completion of project.

(3) Proposed Equipment/Materials Specifications: The Offeror shall provide a list and description / specifications of materials and products to be used to assure offeror understands required compliance for this project. The list shall include warranty information.

c. Section III – Past Performance Information

(1) No more than three (3) double sided pages of written material shall be submitted for each project. Photographs may be provided, however, submission shall not exceed the page limit of written material.

(2) Provide any information currently available (letters, customer surveys) which demonstrate customer satisfaction with overall job performance and quality of completed services for three (3) relevant contracts of same or similar type completed within the past three years. Past Performance information shall be submitted in English.

(3) Explain corrective actions taken in past, if any, for substandard performance and any current performance problems such as cost overruns, extended performance periods, customer complaints, or personnel problems/issues.

(4) References. In addition to past performance information above, provide a list of three relevant contracts that clearly demonstrate prior experience in construction projects. These reference projects shall be:

- (a) Physically completed within the past three years.
- (b) Similar in magnitude to the magnitude amount in this solicitation (US\$ amount).
- (c) Similar in construction features.

(5) Provide the following information for each contract or project reference included in the list above and describe customer's name, address, and telephone numbers of customer's lead contract and technical personnel.

- (i) Contract value, number and type
- (ii) Date of contract award, place(s) of performance and completion dates
- (iii) Brief description of the scope of work including responsibilities
- (iv) Comparability to the work under this solicitation
- (v) Brief discussion of any major technical problems if any, and their resolution
- (vi) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (price, technical merit, etc.)
- (vii) Any terminations (partial or complete) and the reason (convenience or default)

(6) If more than three (3) projects are submitted, only the three (3) most recent will be evaluated. The projects may be contracts for the U.S. Government or other clients.

BASIS OF AWARD

BASIS OF AWARD

A. BASIS OF AWARD. The award will be evaluated on a Lowest Priced, Technically Acceptable (LPTA) basis, considering past performance. Subject to the provisions contained herein, the Government intends to award a single contract resulting from the solicitation, to the Offeror whose response conforms to the Statement of Work and is technically acceptable, and provides the lowest total price for the actual contract line items awarded.

B. EVALUATION FACTORS. Each offeror's response will be evaluated Acceptable/Unacceptable. Any factor or sub-factor rated as "unacceptable" will result in an overall factor rating of "unacceptable". Factor III - Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 15.404-1(b).

1. Factor I - Technical criteria elements consist of the following:

(a) **Project Schedule:** The offerors' project schedule will be evaluated to ensure performance will be completed on time IAW the contract period of performance and that the offeror has demonstrated a clear understanding of the project. As a minimum, the following will be evaluated:

- (1) Meeting the mandatory minimum 90-day schedule
- (2) Identifying a critical path that shows the essential elements that must be accomplished prior to the start of follow on work
- (3) Clearly identifies Government inspection and permit approval time

(4) Includes Colombian holidays and slack time planned for weather or local security related delays.

(b) Proposed Equipment/Materials Specifications: The offeror's proposed material and equipment will be evaluated to ensure that the proposed choices have the potential to meet the specifications of the SOW and the solicitation. The material specifications shall include the manufacturers' warranty information. All equipment and materials shall still require a submittal for the Contracting Officer and the Government Technical Representative's approvals as outlined in the project specifications

(c) References: The offerors' references will be evaluated for:

- (1) Physical completion within the past three years
- (2) Similar in magnitude to the disclosure of magnitude amount on Page 1 of the solicitation
- (3) Similar in construction features to the specifications provided in the solicitation.

2. Factor II – Past Performance. The Government will evaluate the Construction projects or contracts submitted in order to evaluate both past performance and experience. Past performance relates to how well a Contractor has performed on previous contracts. Experience pertains to the types of work and volume of work previously or currently being performed by the Contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope, complexity, and their relevancy. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the three (3) contracts submitted, it may evaluate those contracts in addition to those submitted. In the event an offeror has no relevant past experience, Offeror's may submit past performance information for the key personnel proposed. If an offeror, or the proposed employees for the offeror do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on the factor (rating will be unknown or acceptable). In order to be considered for award, the offeror's past performance rating must be evaluated as acceptable. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submittal and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources.

3. Factor III – Price

(a) Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating an offer from the competitive range. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). Supporting documentation shall be included in the price submission, which includes the price breakdown schedule of the prices.

(b) Unless otherwise specified, offerors shall submit prices for all CLINs. Failure to submit a price for any CLIN/sub-CLIN shall result in the proposal being considered unacceptable

C. EVALUATION APPROACH. The evaluation processes consists of two parts: (1) Technical evaluation and (2) Past Performance evaluation. Price will be evaluated separately from Technical and Past Performance evaluations.

1. All factors will be evaluated based on how well the proposal addresses the solicitation requirements. Based on an offeror's proposal the Government will assign a Technical Criteria Rating of Acceptable or Unacceptable Rating and a Past Performance Risk Rating of Acceptable or Unacceptable (defined under Proposal Rating Scheme in Para D and E below) to each Factor and criteria element. The Technical Evaluation focuses on how the proposed approach meets the minimum solicitation requirements.

2. All proposals shall be subject to evaluation by a team or member of technical evaluators. Each evaluator will independently evaluate each proposal. Thereafter, the results of the independent evaluations are merged into a final evaluation report. The evaluation report must represent a consensus of opinion of the members and be signed by each member.

3. Technically acceptability will include a review of Factor I – Technical (Specifications and the Project Schedule) and Factor II – Past Performance.

4. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all CLINs/items stated in the solicitation. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal. DBA insurance will not be included in evaluating price.

D. TECHNICAL MERIT ADJECTIVAL RATING SCHEME. The following is the Technical Merit Adjectival Rating Scheme for evaluation of Technical Proposal.

ACCEPTABLE – Proposal clearly meets the minimum requirements of the specifications outlined in the solicitation.

UNACCEPTABLE – Proposal does not clearly meet the minimum requirements of the specifications outlined in the solicitation.

E. PAST PERFORMANCE RATING SCHEME: In the evaluation of Past Performance, the evaluators will use the following adjectives and related definitions to define the past performance risk the Offeror poses.

ACCEPTABLE – Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown (See Note Below).

UNACCEPTABLE – Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JULY 2013)

(a) Definition. Data Universal Numbering System (DUNS) number, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$800.00 per day for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Regional Contracting Office (RCO) – Bogota
U.S. Embassy – Bogota
MILGP Unit 5140
APO AA 34038

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

ADDENDUM

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256)450-8840

The AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANCOUNSEL.asp>

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit will be held on **21 August 2014 at 1100 local time (Colombia)**. Entry to the site may be arranged during normal duty hours by contacting:

Name: Mr. Anibal Melendez
Telephone: 011-57-1-275-2525
Cell Phone: 011-57-310-817-2461
E-mail: anibal.melendez@tcsc.southcom.mil

Site visit is mandatory. Proposals from vendors who do not attend the site visit will be rejected and will not be considered for award.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT**52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)**

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision--``Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms ``agency," ``influencing or attempting to influence," ``officer or employee of an agency," ``person," ``reasonable compensation," and ``regularly employed" are defined in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled ``Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A,

and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.222-50	Combating Trafficking in Persons	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.242-13	Bankruptcy	JUL 1995
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997

252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 calendar days after the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP) contract resulting from this solicitation.

(End of provision)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the Global Currency Exchange Rates Report published daily by the Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of provision)

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
- (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--
 - (i) In accordance with the terms and conditions of a subcontract or invoice; and
 - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
 - (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
 - (ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The

Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the

work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or

negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (JUN 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

(1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far

(End of clause)

Section 00800 - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS

1. Type of Contract. This is a Firm Fixed Price contract payable entirely in local currency. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor because of the contractors failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by the contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.

2. Pre-Construction Conference. Prior to commencing work under a notice to proceed, the Contractor shall meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

3. Warranties, Insurance, Policies

3.1 Work Quality and Stability (Warranty). Contractor shall ensure the quality of the construction during the warranty period. This warranty shall amount to 40% of the contract value, and remain valid for three (3) years from the date of final payment. This warranty shall be provided to the Contracting Officer (KO) no later than eight (8) days before the final contract acceptance date.

3.2 Insurance. The Contractor shall obtain any other types of insurance required by Colombian law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

3.2.1 Wage Payment and Benefits Policy. Shall amount to 20% of the contract value, and valid from contract commencement, to three (3) years after. The social benefits policy shall not be necessary if a certification is issued by the contractor that all staff and personnel are duly registered in a social security scheme that covers accidents, death, and hospitalization, as required by Colombian Law.

3.2.2 Contract Compliance Policy. Contractor shall provide this policy amounting to 10% of the contract value for a period up to contract term plus two (2) months.

3.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

3.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

3.2.5 Time For Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

3.3 Changes to Materials or Other Items in Contractor Offer. Contractor proposal prices must be based on high quality materials designed for rough usage and long life. Any change in materials or other items listed in the Contractor's proposal/price breakdown worksheet requires resubmission to the COR for approval by the KO.

3.4 The Contractor shall satisfy all lawful claims of any persons or entities employed by them, including hired employees, subcontractors, equipment costs or rentals, and material suppliers for all work performed or items

furnished under this contract. A submission of a written certification shall be signed by an authorized representative of the company bearing witness that the Contractor has fully paid their suppliers, workers and subcontractors is required. The certification's period of coverage shall be through the required warranty period.

3.5 The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the constructed building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

3.6 Subcontractors. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection of any or all subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

4. Law Governing Contracts. In any dispute between the Contracting Officer and the Contractor arising out of this contract, the decision of which requires consideration of questions of law, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

5. Municipality Clearance of Payments. The Contractor shall submit a written certification of approval from an authorized municipality official stating that no materials and/or money are owed to entities in the local project area.

6. Project Completion. The following documents shall be written in English, and delivered to the COR & KO before the Work Acceptance Document and final payment is considered.

(a) Punch List. A punch list of items that need to be corrected or finished will be given to the Contractor after an initial inspection. A final inspection will then be accomplished to ensure that the items were corrected.

(b) Inspection and Acceptance. A copy of the Inspection and Acceptance of the work letter, signed by an authorized representative of the government.

7. Contractor Payment Information. The contract resulting from this solicitation will be payable in United States (U.S.) Dollars for contractors with a main office based outside of Colombia and Colombian Pesos for Colombian based contractors. Per the Colombian tax authority, Contractors based in the local area shall submit their proposals in the local currency, but all others must propose in U.S. dollars. No advanced payments are authorized. Contract payment will be made by Electronic Funds Transfer (EFT) through the U.S. Embassy Bogota General Services Office (GSO) section to all Contractors, regardless of origin.

7.1 Payment will be made under Clause 52.232-5, Payments under Fixed Price Construction. The Contractor will be paid according to submitted progress schedule (Bar chart or a time scaled Network Diagram CPM Schedule). The Contractor shall furnish the invoice certification with each invoice in accordance with Federal Acquisition Regulation Clause 52.232-5 (c) Payments Under Fixed Price Construction. If the duration of the project is less than 30 days, contract payment will be made in a single payment when the construction is inspected and accepted and all submittals are presented and approved. If the contract completion is greater than 30 days, progress payments for work will be authorized, invoiced every 30 days. Final payment will be accomplished when the work is inspected and accepted by the Government, all submittals are presented and approved and the work is accomplished in accordance with the terms and conditions of the contract.

7.2 Submittal of Invoices. Invoices shall be itemized and must have all required information as described by the Contracting Officer. In addition, invoices shall include a progress schedule and invoice contractor certification. Additional instructions for submittal of invoices will be provided at the pre-performance conference. Invoices shall be submitted via email to the attention of the Project Engineer, Rosa Santoni at rosa.l.santoni.civ@mail.mil with a copy to the contracting officer, Annabelle Miller at annabelle.miller@tcsc.southcom.mil.

7.3 Proper Invoice Information Requirements. Please refer to the contract number (to be filled out at time of award) on all correspondence and invoices. Failure to follow this guidance will delay payment processing. If the following information does not appear on the invoice, the invoice will be returned for correction and payment will be delayed.

Name and address of contractor

Invoice date, invoice number

Government contract number

Contract line item number (CLIN), description, price, quantity of goods and/or services rendered, unit of measure, unit price and extended price of the items delivered or services rendered.

Shipping information (unless mutually agreed that this information is only required in the contract). Include shipping number and date of shipment. If shipped on Government bill of lading, include the bill of lading number and weight of shipment.

Payment terms (unless mutually agreed that this information is only required in the contract). Terms of any discount for prompt payment offered.

Contact name, title and telephone number to notify in event of defective invoice.

Other substantiating documentation or information required by the contract.

8. Government Technical Representative/Contracting Officer Representative. The Contractor shall only take direction from the contracting officer or the Government Technical Representative (GTR) or Contracting Officer Representative (COR). The limit of the GTR's/COR's authority shall be in writing and given to the Contractor.

9. Changes to Contract. The only person authorized to make changes to the contract is the Contracting Officer. Failure to clear changes in contract with the Contracting Officer IN ADVANCE of providing service shall result in the Government not being responsible for the charges, and non-payment to the Contractor. Accordingly, the Contracting Officer SHALL be notified prior to any additional services/performance necessitating contract modification (that is, those resulting in changes in time or cost to the Government). The Contractor shall only take change orders from the Contracting Officer. Purchases or changes from unauthorized persons may result in the Contractor not receiving payment for costs.